

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT		1. CONTRACT ID CODE 01	PAGE OF PAGES 1 2	
2. AMENDMENT/MODIFICATION NO. 4		3. EFFECTIVE DATE JUN 19 2003	4. REQUISITION/PURCHASE REQ. NO.	
ISSUED BY Procurement Office George C. Marshall Space Flight Center National Aeronautics and Space Administration Marshall Space Flight Center, AL 35812		CODE PS22-P	5. PROJECT NO. (If applicable) PS22-P	
7. ADMINISTERED BY (If other than Item 6) Carol Terrell/PS22-P 256-544-6710 Carol terrell@msfc.nasa.gov		AUTOMATED INVOICE PAYMENT INFORMATION: (256) 544-5566		
8. NAME AND ADDRESS OF CONTRACTOR (No., street, county, State, and Zip Code) Mainthia Technologies, Inc., 17535 Rosbough Drive, Suite 200 Cleveland, Ohio 44130		9A. AMENDMENT OF SOLICITATION NO. 9B. DATED (SEE ITEM 11) 10A. MODIFICATION OF CONTRACT/ORDER NO. X NAS8-02002 10B. DATED (SEE ITEM 13) September 1, 2002		
CODE 1PNM8	FACILITY CODE 105813			

11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS

☐ The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers ☐ is extended, ☐ is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods:

(a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or telegram which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by telegram or letter, provided each telegram or letter makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

N/C

13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.

(x)	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NO. IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
X	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF: FAR 43.103 (a) (3) and mutual agreement of the parties.
	D. OTHER (Specify type of modification and authority)

E. IMPORTANT: Contractor ☐ is not, ☒ is required to sign this document and return 3 SIGNED copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Minimum Value \$500,000
Maximum Value \$10,000,000

See Page 2 for description.

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Monica Heidelberg	
15B. CONTRACTOR/OFFEROR (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA ORIGINAL SIGNED BY BY (Signature of Contracting Officer)	16C. DATE SIGNED JUN 19 2003

NSN 7540-01-152-8070

PREVIOUS EDITION UNUSABLE

30-105

STANDARD FORM 30 (Rev. 10-83)

Prescribed by GSA
FAR (48 CFR) 53.243

The purpose of this modification is to delete the evaluation criteria "Occurrence of type A, B, or C mishaps, Mishap and Safety Statistics Reports DRD 977SA-002" from the Contract's "Profit Assessment Plan". The following changes are hereby made to the contract:

1. Attachment No. 3, "Profit Assessment Plan", is deleted in its entirety and is replaced by the updated Attachment No. 3 "Profit Assessment Plan" attached hereto.

2. Attachment Attachment No. 4, "Performance Requirements Summary", is deleted in its entirety and is replaced by the updated Attachment No. 4 "Performance Requirements Summary" attached hereto.
3. The Contracting Officer will evaluate Mainthia Technology Inc. safety and health program and performance using the provisions contained in Attachment No. 9, "Safety Performance Evaluation".
4. All other terms and conditions of the contract remain unchanged.

ATTACHMENT 3

Profit Assessment Plan

The purpose of this Profit Assessment Plan is to define the overall approach NASA/George C. Marshall Space Flight Center will use to monitor contractor performance and assess profit on NAS8-02002. This plan defines the process the Government will follow to obtain data, evaluate the Contractor and determine if contract performance is acceptable.

1. Evaluation Criteria/Price Reduction

	Year 1	Year 2	Year 3	Year 4	Year 5
Timely Submission of Monthly Status Reports DRD 977MA-002 and Customer Survey Tallies	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Customer Surveys	\$1,000	\$1,000	\$1,000	\$1,000	\$1,000
Timely staffing of new/vacated positions	5% of potential profit for the respective task order.	5% of potential profit for the respective task order.	5% of potential profit for the respective task order.	5% of potential profit for the respective task order.	5% of potential profit for the respective task order.

2. Performance Measurement

The contractor shall perform monthly self-assessments and report their findings in the Monthly Status Report (DRD 977MA-002). For each 6-month period, the contractor shall provide a summary report. This report will be used to calculate the reduction (if any) to the potential profit for that 6-month period. The reported items shall include the Performance Standard Summary Work Requirements outlined in attachment 4 and shall identify the task order on which each reportable incident occurred. All criteria will be evaluated by the Contracting Officers Technical Representative (COTR) based upon the Status Report submitted by the contractor. The Status Report data will be reviewed and validated by the COTR or technical monitor(s). The monitor(s) will be responsible for reporting any discrepancies to the COTR. The Government will conduct random audits of the Status Report to validate the accuracy of data submitted by the contractor. Other surveillance techniques may be employed if considered necessary by the Government.

Monthly Status Reports - This criterion will be used to evaluate the Contractor's compliance with the reporting requirements of this contract. A deduction in the amount of \$1,000 shall be made if the Monthly Status Report is more than 2 business days late and/or the customer survey tally is more than 10 business days late. The deduction (if any) will be made on the task order that includes the time charged by the Program Manager.

Customer Satisfaction - To measure the quality of the services provided, the Contractor shall, on a quarterly basis, electronically

distribute a customer survey to its customers (an example of the customer survey follows this attachment). Each customer will provide performance evaluation input and forward it to the Contractor electronically. The Contractor shall tally the results and forward them to the COTR within 10 business days after the end of the quarter. The Contractor may include explanations and rationale for unsatisfactory performance which shall be reviewed by the COTR to determine if the unsatisfactory performance is within the Contractor's control. Random audits of results to validate the accuracy of data submitted by the Contractor shall be conducted. A deduction in the amount of \$1,000 shall be made for each confirmed unsatisfactory rating.

Staffing Requirements - This criterion will be used to evaluate the Contractor's ability to staff new/vacated positions with fully qualified personnel in a timely manner. A deduction in the amount of 5 percent of the potential profit for the respective task order or task order supplement shall be made for each new/vacated position that is not staffed within 10 work days.

2. Evaluation Frequency

A modification incorporating any profit deductions assessed shall be issued every 6-months from the date of contract award. The deduction (if any) shall only affect the 6-month period being evaluated and shall cover all three of the evaluation criteria listed in Paragraph 2 above.

3. Audit Reporting Integrity

If random audits by the COTR detect reporting errors, the Contractor's potential profit for the respective task order will be reduced by 10 percent for the first occurrence. Any repeated reporting errors will result in a 50 percent deduction in remaining potential profit for the respective task order.

Customer Survey Example
Centerwide Administrative Services Contract
Human Resources Department
Customer and Employee Relations Directorate

In order to improve the quality of our services, please provide us feedback on the services and support you have received. Please e-mail your comments to the service provider at the e-mail address on this form.

ORGANIZATION CODE _____

NAME _____ (Optional)

DATE _____

Please rate the following metrics by placing an X under the appropriate response.

	<u>Unsatisfactory</u>	<u>Satisfactory</u>	<u>Excellent</u>
1. Courtesy and professionalism of the provider.			
2. Quality of the work provided.			
3. Job knowledge of person providing support.			

	<u>Yes</u>	<u>No</u>	<u>N/A</u>
4. Timeliness of support provided. (10 workdays from receipt of funding?)			

A customer survey will be deemed to have an overall rating of unsatisfactory if two or more of the metrics above are checked unsatisfactory.

Definitions

Unsatisfactory: Contractor failed to meet or barely met normal expectations and only with Government assistance. Products or Services required frequent extensions to delivery schedules or waivers to product requirements. Quality of services or products are marginally acceptable. Personnel required additional training before becoming acceptable, and management is slow to respond.

Satisfactory: Contractor was able to meet normal expectations with little or no Government assistance. Products or Services were generally delivered on schedule and met all quality requirements. Personnel were qualified and management usually responded sufficiently and timely.

Excellent: Contractor exceeded normal expectations. Products or services were always delivered on or ahead of schedule and were of the highest quality, personnel were highly qualified and management demonstrated a consistent desire to be responsive to the Government's needs.

Comments or suggestions :

Type in text